



## RIDER AGREEMENT AND LIABILITY RELEASE FORM

**PLEASE READ CAREFULLY AND INITIAL BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. SERIOUS INJURY MAY RESULT FROM PARTICIPATING IN THIS ACTIVITY. MISFIT FARM CANNOT NOT GUARANTEE YOUR SAFETY.**

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE. By signing this agreement, I (and the parent or legal guardians thereof if rider is a minor), do hereby agree to hire or borrow from Misfit Farm a horse, tack and equipment or to use Misfit Farm's facilities and/or take instruction either in the ring or on a trail, for the purpose of horseback riding today and on all future dates.

### RIDER INFORMATION

*Please fill out ALL fields below, printing clearly.*

RIDER NAME (print legibly): \_\_\_\_\_

Date of Birth (M/D/YYYY): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### EMERGENCY CONTACT INFORMATION

*Who should we contact in case of emergency?*

Contact Name: \_\_\_\_\_

Relationship to rider: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Rider opts OUT of email communications: Yes \_\_\_\_\_ No \_\_\_\_\_

Does this rider have physical and/or mental health conditions, problems, and/or disabilities, which may affect his/her ability to safely ride a horse?

Yes \_\_\_ No \_\_\_ If yes, describe here:

**INITIAL IN SPACES BELOW AFTER READING EACH SECTION. RIDER AND PARENTS/GUARDIANS MUST INITIAL EACH ITEM.**

\_\_\_\_ B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS. This agreement shall be legally binding upon me the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives and it shall be interpreted according to the laws of New York. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "horse" herein refers to all equine species. The term "horseback riding" herein refers to riding or otherwise handling of horses or ponies, whether from the ground or mounted. The term "rider" herein refers to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

\_\_\_\_ C. ACTIVITY RISK CLASSIFICATION. I understand that horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. My participation in these activities is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

\_\_\_\_ D. NATURE OF HORSES. I understand that horses are large mobile animals, which, no matter how predictable and dependable, occasionally do unpredictable things, i.e. buck, bolt, jump, kick, bite, stumble, fall, and rear up. Horses may unpredictably react to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals. Any of these elements can result in a horse falling or dislodging the rider with a resulting risk of serious injury or death to the rider. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of up to seven feet, and the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping suddenly; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, bolting/running from perceived danger. Trailriding, by its nature, involves traversing horses over a distance of uneven varied terrain in the proximity of other horses, deer and coyotes, which are also large and mobile. This can result in unpredictable circumstances which carry with them additional risk to horse and rider.

\_\_\_\_ E. RIDER RESPONSIBILITY. I understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard a moving animal. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child if the rider is pregnant. Furthermore, Misfit Farm's associates, including trail guides and trainers, have difficult jobs to perform. They seek safety, but they are not infallible. They may be ignorant of a rider's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warning or instructions, and the equipment being used might malfunction.

\_\_\_\_ F. CONDITIONS OF NATURE. I understand that Misfit Farm is NOT responsible for acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water, ice/snow, wild and domestic animals, insects or reptiles which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape. Misfit Farm Trail Rides take place in a terrain occupied by ticks, snakes, bats, deer, foxes, coyotes, and other wildlife which all have a potential for injury, death, illness or disease.

\_\_\_\_\_ G. CARRY-ON OBJECTS, SHARP NOISES, PROPERTY. I understand that while near horses, riders must not carry items which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse, and also must not carry sharp or pointed objects in their pockets which could cause injury in a fall. Riders must not make sharp loud noises, such as screaming or yelling, which may scare/spook or otherwise upset a horse. Misfit Farm is not responsible for any property damage sustained while on its premises or on its horses, including but not limited to breakage, loss, theft, and water damage.

\_\_\_\_\_ H. ACCIDENT/MEDICAL INSURANCE. I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses.

My insurance company is \_\_\_\_\_

I hereby authorize Misfit Farm to provide emergency medical care authorization or transportation for me or for my child. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

\_\_\_\_\_ I. PROTECTIVE HEADGEAR/PROPER ATTIRE. I understand that Misfit Farm requires the use of a helmet for all riders when mounted at all times, and provides Equestrian Helmets for use by riders who do not own a helmet. Misfit Farm's helmets may not be a perfect fit for each rider's head. While these helmets may reasonably be expected to prevent or reduce the severity of some of the wearer's head injuries in the event of a blow to the head, use of these helmets does not eliminate the possibility of head injury. When mounted, I agree to use appropriate equipment/tack, and wear appropriate attire, including heeled, smooth-soled footwear, and britches or protective leggings.

\_\_\_\_\_ K. LIABILITY RELEASE. I agree that in consideration of Misfit Farm allowing my participation in this activity under the terms set forth herein, I the rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge Misfit Farm, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organization's insurers, and others acting on its behalf (herein, collectively referred to as "ASSOCIATES") of and from all claims demands, causes of action and legal liability, whether they be known or unknown, anticipated or unanticipated, due to Misfit Farm's and/or its associates ordinary negligence; and I do further agree that except in the event of Misfit Farm's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against Misfit Farm and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, illness, disease, death, property damage sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of Misfit farm, while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Misfit Farm, whether on or off the premises of Misfit Farm.

**All Riders and/or Parents/Legal Guardians must sign below after reading and initialing this entire document.**

**SIGNER STATEMENT OF AWARENESS**

I/We, the undersigned, have read and do understand the entire foregoing agreement, warnings, release, and assumption of risk. I/we further attest that all facts relating to the rider's physical condition, experience, and age are true and accurate.

**RIDER'S SIGNATURE**

Rider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**PARENT/LEGAL GUARDIAN'S SIGNATURE**

(Must be completed for riders under the age of 18)

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_